

CONTRACT DOCUMENTS AND SPECIFICATIONS

**CITY OF SUMTER
P.O. BOX 1449
SUMTER, SC 29151**

NAME OF BIDDER

ADDRESS OF BIDDER

BIDDER'S LICENSE NUMBER

CONTRACTOR'S LICENSE NUMBER

ADVERTISEMENT FOR BIDS

Project: ITB #4-16/17

STATE GRANT RESURFACING PROJECT 2016

For the City of Sumter

(Owner)

Separate sealed bids: for the resurfacing of approximately 6.27 miles of State owned roads, reconstructing approximately 5,481 square feet of handicap accessible sidewalk ramps, reconstructing approximately 371 linear feet of curb & gutter, and all related appurtenances, will be received by City Engineer, in Conference Room No. 2 at 303 E. Liberty St. at the City of Sumter Public Services Complex until **2:00 p.m.** on Thursday, August 4th, 2016 and there at said office opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans and Specifications, Forms of Bid Bond, Performance and Payment Bond and other contract documents may be examined at the following:

Office of the City Engineer
303 E. Liberty Street
Sumter, S.C. 29150

ADVERTISEMENT FOR BIDS

- ✚ No bidder may withdraw their bid within 60 days after the actual date of the opening thereof.
- ✚ Bidders must comply with the President's Executive Order No. 11246 and 11375, which prohibits discrimination in employment regarding race, creed, color, sex, or national origin.
- ✚ Bidder must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act and the Contract Work Hours Standard Act.
- ✚ Bidder must certify that he does not and will not maintain or provide for his employees any facilities that are segregated on the basis of race, creed, color or national origin.

INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

A. Receipt and Opening of Bids

The City of Sumter (herein called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Engineer's office, 303 E. Liberty St., Sumter SC 29150, on Thursday, August 4th, 2016 until 2:00 o'clock (PM), and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to: Attn: Purchasing, City of Sumter Public Services Complex at 303 E. Liberty St., Sumter SC 29150

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

B. Preparation of Bid

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

C. Subcontracts

The bidder is specifically advised that any person, firm or other party to whom proposed to award a subcontract under the contract:

1. Must be acceptable to the Owner and Federal Agencies concerned
2. Must Submit Certification by Proposed Subcontractor regarding Compliance with Executive Order 11246. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or evidence showing that it has fully complied with any reporting requirements to which it is or was subject to.

The contractor shall use 10% minority subcontractors and 10% Women owned subcontractors, or illustrate an attempt to find qualified candidates. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

D. Telegraphic Modification

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder is mailed prior to the closing time. The telegraphic communication should not reveal bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

E. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Each bidder must comply with applicable provisions of the Code of Laws for South Carolina and all local laws and ordinances.

A contract (subcontract) will not be awarded to any contractor that is in violation of the Clean Air Act and/or the Federal Water Pollution Control Act or that utilizes any facility included in the EPA list of Violating Facilities (40 CFR Part 15) 40 CFR Part 30.410-4. Responsiveness is defined by: The Completeness and regularity of bid form, having no alternative bids for any items unless requested and whether the bidder maintains permanent place of business, adequate equipment to accomplish work properly within time frame established, adequate financial status to meet obligations contingent to the work and whether technically qualified.

F. Bid Security

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Form of Bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon, a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three business days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award as been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

G. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and required bonds, together with any other required completed documents within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

H. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

I. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work or any other contractor. The Sumter County Department of Transportation Resident Maintenance Engineer shall review all traffic control measures 24 hours prior to the beginning of any construction in SCDOT right of way.

J. Addenda and Interpretation

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder verbally.

Every request for such interpretation should be in writing addressed to:

Bill Rozier
City Engineering
P.O. Box 1449
Sumter, SC 29151

And to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation

under his bid as submitted. All addenda so issued shall become part of the contract documents.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract in the amount of 100% of the contract amount. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

K. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

L. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

M. Discrepancy in Bids

In the event there is a discrepancy in any bid between the unit prices and the extended totals, the unit price shall govern. In the event there is a discrepancy in any bid between the unit or lump sum written in figures and the unit or lump sum prices written in words, the unit or lump sum prices written in words shall govern. Bids which do not contain a price for every numbered item contained in the bid schedule will not be accepted.

N. Method of Award – Lowest Qualified Bidder

If, at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. Owner reserves the right to remove any alternate bid items during the contract period.

O. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

P. Subsurface Conditions

Any holder of Contract Documents will be permitted to make test boring, test pits or sounding on the site of the work if he so desires, subject to approval by the Owner. The responsibility of all risks and liabilities contingent thereto shall be assumed by the party or parties receiving such approval.

Any boring information which may have been obtained by the Owner in the vicinity of the work site of this project is shown in Contract drawings of other Contract Documents. Such boring information if shown is available to Bidder, Contractors and other interested parties only as a convenience, and is made available without express or implied representation, assurance or guarantee that the information is adequate, complete or correct or that it represents a true complete picture of the subsurface conditions to be encountered.

It shall be the Contractor's obligation to satisfy himself as to the nature, character, quality and quantity of subsurface conditions likely to be encountered. The Contractor agrees that he shall neither have nor assert against the Owner or Engineer, any claim for damages for extra work or for relief from any obligation of this contract based upon the boring information made available or based upon the Owner to furnish additional boring information.

Q. Workman's Compensation

The Contractor shall maintain such insurance as will protect him from claims under the Workman's Compensation Act and from any other claims for damages for personal injuries, including death, which may arise from operations under this contract.

Contractor shall perform all work under this contract in accordance with the plans and specifications and shall turn over said work to Owner free and clear of all claims, encumbrances or liens and shall protect and save harmless Owner from all claims, encumbrances and liens growing out of the performance of this contract and Contractor will at his costs and expense (including attorney's fees) defend all suits to establish such claim and pay such claim or lien so established.

R. Instructions To Responders

The City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter Bid documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard.

REVISIONS: In negotiating final contract terms, mutually agreed upon revisions in the bids, which are generally consistent with the bid documents, may be made prior to award for the purpose of obtaining the best and final offer.

EXECUTION OF CONTRACT: The responder to whom an award is made shall deliver to the City of Sumter a Certificate of Insurance with the City listed as Additional Insured within ten (10) working days after the City has provided a verbal Notice of Award. The City's issuance of a purchase order may serve as the official "Notice to Proceed". Responders failing to enter into the proposed contract and/or provide the required Certificate of Insurance may be judged non-responsive and not considered.

TERM OF CONTRACT AND CONTRACT DOCUMENTS: The contract documents that will form the contract shall include:

- The Complete Bid Documents
- All Addenda
- The Successful Responder's Submitted Bid Package
- Notice of Award (Verbal or Written)
- Notice to Proceed
- Purchase Order/Agreement/Contract
- Insurance Certification
- Performance and Payment Bonds

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

LAW AND REGULATIONS: The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

OBLIGATION OF RESPONDER:

The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City, and shall have no power or authority to bind or obligate the City in any manner, except the City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the City. A certificate of insurance must be submitted to the purchasing office prior to services performed, with the requested coverage and limits per the City, with City of Sumter listed as additional insured.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all responders agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

City of Sumter may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

INABILITY TO NEGOTIATE A FINAL CONTRACT: Should the responder and the City Manager, or designee be unable to negotiate a satisfactory final contract within sixty (60) days in accordance with the Invitation-to-Bid and the general terms of the bid, negotiations with that responder shall be formally terminated.

INSURANCE REQUIREMENTS: The City of Sumter requires that the contractor has not less than the following limits, or greater if required by law or other provisions of this Contract:

(1) COMMERCIAL GENERAL LIABILITY

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any on fire) \$50,000

Medical Expense (Any one person) \$5,000

(2) BUSINESS AUTO LIABILITY (including All Owned, Non-Owned, and Hired Vehicles):

(a) Combined Single Limit \$1,500,000

OR

(b) Bodily Injury & Property Damage (each) \$750,000

(3) WORKERS COMPENSATION:

(a) State Statutory

(b) Employer's Liability \$100,000 Per Accident, \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

PERFORMANCE BOND AND PAYMENT BOND: The Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount.

Kilgo Street & Providence Street

Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	237.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	584.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	493.00	Tons		
6	Furnish/Install Manhole Rings	3.00	EA.		
7	Furnish/Install Valve Rings	1.00	EA.		
8	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	150.00	SF		
9	Remove/replace 1.5' Curb & Gutter	30.00	LF		
10	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	6.50	CY		
11	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	26.00	LF		
12	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	200.00	LF		
13	Furnish/Install Bi Directional RPMs	22	EA.		
				TOTAL	

President Drive & Middle Street***Bid Schedule***

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	162.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	596.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	503.00	Tons		
6	Furnish/Install Manhole Rings	4.00	EA.		
7	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	8.00	CY		
8	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	10.00	LF		
9	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	100.00	LF		
10	Furnish/Install Bi Directional RPMs	27	EA.		
				TOTAL	

**Willis Street
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	97.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	337.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	284.00	Tons		
6	Furnish/Install Manhole Rings	5.00	EA.		
7	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	4.00	CY		
8	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	20.00	LF		
9	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	200.00	LF		
10	Furnish/Install Bi Directional RPMs	15	EA.		
				TOTAL	

**Peace Avenue
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	77.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	160.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	135.00	Tons		
6	Furnish/Install Manhole Rings	2.00	EA.		
7	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	2.00	CY		
8	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	20.00	LF		
9	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	200.00	LF		
10	Furnish/Install Bi Directional RPMs	8	EA.		
				TOTAL	

Washington Street (Liberty to Dingle)

Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	2990.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	1011.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	853.00	Tons		
6	Furnish/Install Manhole Rings	8.00	EA.		
7	Furnish/Install Valve Rings	3.00	EA.		
8	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	1988.00	SF		
9	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	80.00	LF		
10	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	2174.00	LF		
11	Paint 4" White Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	900	LF		
12	Paint 8" White Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	55	LF		
13	Furnish/Install Bi Directional RPMs	150	EA.		
				TOTAL	

**Sumter Street
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	4046.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	1952.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	1647.00	Tons		
6	Furnish/Install Manhole Rings	20.00	EA.		
7	Furnish/Install Valve Rings	10.00	EA.		
8	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	1870.00	SF		
9	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	13.00	CY		
10	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	148.00	LF		
11	Paint White Combination Arrow per SCDOT 2007 Spec. for Highway Construction, Section 627	2.00	EA.		
12	Paint White Single Arrow per SCDOT 2007 Spec. for Highway Construction, Section 627	11.00	EA.		

Sumter Street
Bid Schedule (continued)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
13	Paint White Word Message "ONLY" per SCDOT 2007 Spec. for Highway Construction, Section 627	2.00	EA.		
14	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	2906.00	LF		
15	Paint 4" White Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	1470	LF		
16	Paint Railroad Crossing Symbol per SCDOT 2007 Spec. for Highway Construction, Section 627	2	EA.		
17	Furnish/Install Bi Directional RPMs	86	EA.		
				TOTAL	

Milton Road
Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Remove/dispose asphalt/base course	5.50	SY		
4	Full Depth Patching (4" depth)	5.50	SY		
5	Mill existing asphalt (deliver all millings to City of Sumter)	380.00	SY		
6	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	978.00	GL		
7	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	825.00	Tons		
8	Furnish/Install Manhole Rings	8.00	EA.		
9	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	403.00	SF		
10	Remove/replace 1.5' Curb & Gutter	12.00	LF		
11	Remove/replace 1' Concrete Gutter	66.00	LF		
12	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	12.00	CY		
13	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	58.00	LF		

Milton Road
Bid Schedule (continued)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
14	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	400.00	LF		
15	Paint 8" White Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	90	LF		
16	Furnish/Install Bi Directional RPMs	42	EA.		
				TOTAL	

**Jackson Street
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Remove/dispose asphalt/base course	29.50	SY		
4	Full Depth Patching (4" depth)	29.50	SY		
5	Mill existing asphalt (deliver all millings to City of Sumter)	547.00	SY		
6	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	829.00	GL		
7	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	700.00	Tons		
8	Furnish/Install Manhole Rings	2.00	EA.		
9	Furnish/Install Valve Rings	1.00	EA.		
10	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	48.00	SF		
11	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	10.50	CY		
12	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	85.00	LF		
13	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	800.00	LF		
14	Furnish/Install Bi Directional RPMs	36	EA.		
				TOTAL	

**Anne Park
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	4705.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	584.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	493.00	Tons		
6	Furnish/Install Manhole Rings	4.00	EA.		
7	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	592.00	SF		
8	Install Detectable Warning Surface per SCDOT Spec. for Highway Construction, Section 720	2.00	EA.		
9	Remove/replace concrete turn lane (4" Depth)	1252.00	SF		
10	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	6.00	CY		
11	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	48.00	LF		
				TOTAL	

**Wactor Street
Bid Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	441.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	517.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	436.00	Tons		
6	Furnish/Install Manhole Rings	2.00	EA.		
7	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	330.00	SF		
8	Remove/replace 1.5' Curb & Gutter	66.00	LF		
9	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	6.50	CY		
10	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	92.00	LF		
11	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	600.00	LF		
12	Furnish/Install Bi Directional RPMs	23	EA.		
				TOTAL	

Edgewater Drive
Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	400.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	304.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	257.00	Tons		
6	Furnish/Install Manhole Rings	1.00	EA.		
7	Furnish/Install Valve Rings	1.00	EA.		
8	Remove/replace selected sidewalks to make Handicap Accessible per SCDOT Spec. for Highway Construction, Section 720 (4" Depth)	100.00	SF		
9	Remove/replace 1.5' Curb & Gutter	20.00	LF		
10	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	4.00	CY		
11	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	20.00	LF		
12	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	200.00	LF		
13	Furnish/Install Bi Directional RPMs	14	EA.		
				TOTAL	

Ellen Drive & Vivian Road

Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	325.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	838.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	707.00	Tons		
6	Furnish/Install Manhole Rings	3.00	EA.		
7	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	10.50	CY		
8	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	30.00	LF		
9	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	300.00	LF		
10	Furnish/Install Bi Directional RPMs	36	EA.		
				TOTAL	

Mattison Avenue
Bid Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Broom roadway to remove grass, sand, etc.	1.00	Lump Sum		
2	Install Primatol in road sections	1.00	Lump Sum		
3	Mill existing asphalt (deliver all millings to City of Sumter)	386.00	SY		
4	Tack coat applications diluted emulsion CRS-1 (application rate = .1 gal/SY) per SCDOT Standard Spec. for Highway Construction Section 401	1558.00	GL		
5	Pave 165 lb per SY Type C Asphalt per SCDOT Standard Spec. for Highway Construction Section 401	1315.00	Tons		
6	Furnish/Install Manhole Rings	8.00	EA.		
7	Furnish/Install Valve Rings	1.00	EA.		
8	Install Top Soil per SCDOT 2007 Spec. for Highway Construction (load tickets required)	20.00	CY		
9	24" Stop Bars installed in accordance with SCDOT 2007 Spec. for Highway Construction, Section 627	20.00	LF		
10	Paint 4" Double Yellow Lines per SCDOT 2007 Spec. for Highway Construction, Section 627	200.00	LF		
11	Furnish/Install Bi Directional RPMs	68	EA.		
				TOTAL	

PROJECT WRITTEN AMOUNT

PROJECT FIGURE AMOUNT

The Contractor shall attend a preconstruction meeting on the project site with a representative of the SCDOT Sumter Maintenance Engineers office and a representative of the City Engineers office prior to any construction on SCDOT Right-of-Way. The Contractor shall have in place, all traffic control devices in accordance with the approved SCDOT Encroachment Permit prior to this meeting. The Contractor shall request the preconstruction meeting a minimum of 24 hours in advance by contacting the City of Sumter Engineering department representative.

CONTRACTOR WILL NOT BE PAID WITHIN 45 DAYS FROM THE RECEIVED INVOICE DATE.

BID PROPOSAL

PLACE _____

PROJECT _____

DATE _____

Proposal of _____
(hereinafter called "Bidder") organized and existing under the laws of the State of South Carolina doing business as a (corporation, partnership, or an individual).

To the City of Sumter (hereinafter called "Owner"). The Bidder, in compliance with the Advertisement for Bids for the construction of: STATE GRANT RESURFACING PROJECT 2016

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein and for the following amount:

(Written Amount)

(Figure Amount)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 1,000 for each consecutive calendar day thereafter that the project remains incomplete as provided in the General Conditions. Bidder acknowledges receipt of the following addendum:

BID PROPOSAL CONTINUED

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

The bid security attached in the sum of five percent (5%) of the amount of the proposal is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The above proposal is hereby respectfully submitted by:

Contractor

Signature

Title

Mailing Address of Contractor

(SEAL – If bid is by a Corporation)

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as Surety are hereby held and

firmly bound unto _____

as Owner in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, our heirs, executors, administrators, successors, and

assigns. Signed, this _____ day of _____. The conditions of the

above obligation is such that whereas the Principal has submitted to

_____ a certain Bid attached hereto and made

a part hereof to enter into a contract in writing, for

STATE GRANT RESURFACING PROJECT 2016

THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND CONTINUED

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

L.S.

Surety

SEAL

Signed

CONTRACT

Project Name and No. STATE GRANT RESURFACING PROJECT 2016

THIS AGREEMENT, made this _____ day of _____

by and between the City of Sumter, hereinafter called "Owner" and _____ doing business as a corporation located in the _____, County of _____ and State of _____ hereinafter called "Contractor".

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the Contractor. The Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

for the resurfacing of approximately 6.27 miles of State owned roads, reconstructing approximately 5,481 square feet of handicap accessible sidewalk ramps, reconstructing approximately 371 linear feet of curb & gutter, and all related appurtenances,

hereinafter called the Project, for the sum of \$_____ and all extra work in connection therewith, and at his own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive days thereafter. The Contractor further agrees to pay as liquidated damages, the sum of \$1000 for each consecutive calendar day thereafter.

CONTRACT CONTINUED

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first mentioned above.

ATTEST

City of Sumter
Owner

Authorized Signature
Deron McCormick, City Manager

Witness One

Witness Two

(CONTRACTOR SEAL)

Contractor

Authorized Signature

Witness One

Address of Contractor

Witness Two

City, State, Zip

PERFORMANCE – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called “Principal” and (3) _____

of _____, State of _____

hereinafter called the “Surety”, are held and firmly bond unto (4) _____

_____ hereinafter called “Owner” in the penal sum of _____

_____ dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the construction of:

STATE GRANT RESURFACING PROJECT 2016

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due in connection with the construction of such WORK, in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND CONTINUED

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each of which shall be deemed an original, this the _____ day of _____

ATTEST

Owner

Authorized Signature

(Principal) Secretary

Address

(SEAL)

Witness as to Principal

Address

ATTEST

Surety

(Surety) Secretary

Attorney-in-Fact

SEAL

Witness to Surety

Address

PAYMENT BOND CONTINUED

NOTE:

Date of BOND must not be prior to the date of Contract. If Contractor is a Partnership, all partners should execute the BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ at
Name of Contractor

_____ as a
Address of Contractor

(Corporation, Partnership, or Individual), hereinafter called Principal and

_____ at
Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto _____
Name of Owner

at _____ hereinafter called OWNER,
Address of Owner

In the penal sum of _____ dollars,

\$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors & assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated _____, a copy of which is hereto attached and made a part hereof for the construction of:

STATE GRANT RESURFACING PROJECT 2016

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof, which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract and fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND CONTINUED

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise effect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the flight of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each of which shall be deemed an original, this the _____ day of _____

ATTEST

Owner

Authorized Signature

(Principal) Secretary

Address

(SEAL)

Witness as to Principal

Address

ATTEST

Surety

(Surety) Secretary

Attorney-in-Fact

SEAL

Witness to Surety

Address

PERFORMANCE BOND CONTINUED

NOTE:

Date of BOND must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute the BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where PROJECT is located.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Eric Shytle, the duly authorized and acting legal representative of the City of Sumter, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Authorized Signature

Date

* Please be aware of these facts before submitting bids.*

Safety standards shall be met in accordance with OSHA requirements.

An insurance certificate showing liability coverage on contractor shall be required on all projects.

Contractor shall obtain all applicable local, state & federal licenses.